

DONNA R. ZIEGLER [SBN 142415]  
County Counsel  
RAYMOND L. MACKAY [SBN 113230]  
Senior Deputy County Counsel  
Office of County Counsel  
COUNTY OF ALAMEDA  
1221 Oak Street, Suite 450  
Oakland, California 94612  
Telephone: (510) 272-6700

Attorneys for Defendants County of Alameda  
and Lucia Hui

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

AJATI SANKOH,

Plaintiff,

v.

LUCIA HUI, et al.,

Defendants.

Case No.: 3:16-cv-03645-LB

**DEFENDANTS' NOTICE OF MOTION  
AND MOTION TO DISMISS  
PLAINTIFF'S COMPLAINT; AND  
SUPPORTING MEMORANDUM OF  
POINTS AND AUTHORITIES**  
[FRCP Rule 56]

Hearing Date: July 13, 2017  
Hearing Time: 9:30 a.m.  
Courtroom: C  
Location: 450 Golden Gate Avenue  
San Francisco, CA 94102  
Judge: The Hon. Laurel Beeler

**TO PLAINTIFF AJATI SANKOH:**

NOTICE IS HEREBY GIVEN that on the above date/time and location, pursuant to Federal Rules of Civil Procedure, Rule 56, the Defendants County of Alameda and Lucia Hui will move the Court for an Order granting Summary Judgment in their favor and against Plaintiff. The grounds for the Motion are that Plaintiff's claims against these Defendants are barred by the 2015 Settlement Agreement signed by Plaintiff, and that there is no triable issue of material fact with respect thereto.

## **TABLE OF CONTENTS**

MEMORANDUM OF POINTS AND AUTHORITIES .....	1
I. FACTUAL BACKGROUND AND SETTLEMENT AGREEMENT.....	1
A. Plaintiff's Employment History and Related Discipline Proceedings .....	1
B. Civil Service and Administrative Hearing Proceedings Challenging Termination .....	3
C. June 23, 2015 Settlement Agreement.....	5
D. Pending Civil Rights Lawsuit.....	6
II. RELEVANT LEGAL AUTHORITY .....	7
III. ARGUMENT .....	8
A. Plaintiff's Lawsuit Is Barred by the 2015 Settlement Agreement.....	8
(1) Clarity and Lack of Ambiguity of the Agreement.....	8
(2) Plaintiff's Education and Experience.....	9
(3) The Presence of a Non-Coercive Atmosphere for Execution of the Release .....	10
(4) Whether the Plaintiff Had the Benefit of Legal Counsel .....	10
IV. CONCLUSION.....	11

**TABLE OF AUTHORITIES**

**Page(s)**

**Federal Cases**

<i>Jones v. Taber</i> , 648 F.2d 1201 (9th Cir. 1981) .....	7, 8
<i>Lemus v. Denny's, Inc.</i> , 617 Fed.Appx. 701 (9th Cir. 2015) .....	10
<i>Salmeron v. United States</i> , 724 F.2d 1357 (9th Cir. 1983) .....	8
<i>Stroman v. W. Coast Grocery Co.</i> , 884 F.2d 458 (9th Cir. 1989) .....	7, 8, 9

**Federal Rules**

Federal Rules of Civil Procedure, Rule 56 .....	1
---	---

**State Statutes**

California Civil Code §1692 .....	7
Title VII of the Civil Rights Act of 1964 .....	<i>passim</i>

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. FACTUAL BACKGROUND AND SETTLEMENT AGREEMENT

#### A. Plaintiff's Employment History and Related Discipline Proceedings

On or about **August 8, 2013**, Ryan Silva, a co-owner of Euro Auto Repair Service in Hayward, left a phone message with Joanne Christianson, Supervising Vector Control Officer for the County of Alameda's Department of Environmental Health ("DEH"). See **Exhibit A**, at pages 3, 13 ("**A-3** and **A-13**").<sup>1</sup> Mr. Silva alleged that Plaintiff (at the time a Vector Control Officer with DEH) harassed him and physically and verbally threatened to "shut down" his auto shop business because Plaintiff felt Mr. Silva had cheated him regarding repairs to Plaintiff's Porsche. **Exhibit A-3; A-13.**

On **August 20, 2013**, the County placed Plaintiff on paid administrative leave pending completion of its investigation regarding those allegations.

Following that investigation, which included witness interviews, County Investigator Sharon Rhodes, (Department Personnel Officer, Health Care Services Agency, Human Resources) determined that Mr. Silva's allegations of harassment were **substantiated**; that Plaintiff misused his position with the County to threaten to shut down Mr. Silva's auto repair business; and that Plaintiff was conducting personal affairs on County time, including using a County vehicle related to personal business. Ms. Rhodes recommended that Plaintiff be terminated from his position with the Department of Environmental Health. See Ms. Rhodes' January 7, 2014 Report (**Exhibit A-2 to A-22**).

On **May 7, 2014**, the County of Alameda provided written Notice to Plaintiff of those investigation findings and recommendation. **Exhibit B.**

---

<sup>1</sup> Defendants' **Exhibit A** through **Exhibit E** are attached to the accompanying Declaration of Jet Chapman. **Exhibit A** is the County's September 16, 2014 Notice of Intent to Discipline (Termination) provided to Plaintiff at the time including multiple Attachments to the Notice. For this Motion and for citation and reference purposes, each page of **Exhibit A** has been individually paginated in numerical order (**A-1** through **A-176**).

1 Subsequently, on **June 12, 2014** (after receiving the written notice of the  
2 investigation findings regarding harassment and misuse of County property/time),  
3 Plaintiff filed an internal Complaint with the County alleging racial discrimination and  
4 failure to be promoted. In response to that internal Complaint, the County conducted an  
5 administrative investigation between June and August 2014 performed by Cindy  
6 Charan-Turner, County Health Care Services, Human Resources. **Exhibit C**, page 1.

7 On **September 12, 2014**, the County (Ms. Charan-Turner) notified Plaintiff of the  
8 completion of its findings of the investigation. See **Exhibit C**, including the  
9 determination that Plaintiff's allegations of racial discrimination were **not substantiated**;  
10 and that a review of the positions Plaintiff had applied for showed that Plaintiff either did  
11 not meet the minimum qualifications (including licensing and certification requirements)  
12 for the job, or that other qualified applicants, some of whom were African-American,  
were chosen for the position. **Exhibit C**.

13 Having completed that investigation, the County recommenced the disciplinary  
14 proceedings.<sup>2</sup> On **September 16, 2014**, the County served Plaintiff with a written Notice  
15 of Intent to Discipline (Termination) based on the findings of its investigation including  
16 the findings of Mr. Sankoh's harassment and his misuse of County property/time and  
position. See Notice of Intent to Discipline; **Exhibit A-1 to A-5**.

17 The proposed discipline (termination) was based on two (2) Charges: (1)  
18 Dishonesty and abuse of position in connection with plaintiff's intimidation and threats to  
19 Mr. Silva; and (2) Dishonesty and misuse of County property and time in connection  
20 with plaintiff's use of a County vehicle and substantial travels/time spent outside his  
21 assigned work area of Fremont and Newark to conduct personal business during  
22 assigned work hours. *Ibid*.

23  
24 <sup>2</sup> To ensure that any proposed discipline would not be based on prohibited  
25 discriminatory conduct, the disciplinary proceedings were suspended until completion of  
the investigation into Plaintiff's discrimination complaints by Ms. Charan-Turner and  
provision of the Disposition Findings (**Exhibit C**) to Mr. Sankoh.

On **October 8, 2014**, a due process "*Skelly*" Hearing was scheduled to allow Plaintiff an opportunity to respond to the proposed discipline. On **October 24, 2014**, the *Skelly* Hearing was conducted before Hearing Officer Brad Maggy, a Labor Relations Analyst with the Alameda County Human Resource Service. **Exhibit D** and **Exhibit E** (at p. 2).

After consideration of all investigatory information including information received at the *Skelly* hearing, the Agency Director (Alex Briscoe) determined that the recommended discipline was appropriate under the circumstances, and Plaintiff was terminated from his position of Vector Control officer, effective **November 7, 2014**. See October 30, 2014 letter from Alex Briscoe, Dir., Healthcare Services Agency; **Exhibit E**.

#### **B. Civil Service and Administrative Hearing Proceedings Challenging Termination**

By letter dated November 12, 2014, Plaintiff requested an Appeal Hearing with the Alameda County Civil Service Commission to challenge his termination. **Exhibit F**.<sup>3</sup> Notice was provided to plaintiff's counsel (Denise Eaton May, Esq.) and the County's counsel (Deputy County Counsel Beatrice Liu) by the Office of Administrative Hearings for the State of California ("OAH") that the Appeal was assigned \ Agency case #2014-25; and OAH case #20150220216. **Exhibit G**.

On February 27, 2015, the parties and counsel were then notified that Administrative Law Judge Diane Schneider was assigned to hear the Appeal and that the matter was set for Hearing for June 1-5, 2015. **Exhibit H**.

On April 10 2015, Judge Schneider notified the parties and counsel that a telephonic Prehearing Conference for Friday, April 17, 2015. **Exhibit I**.

Following that Conference, Judge Schneider confirmed the Hearing dates for

---

<sup>3</sup> Defendants' **Exhibits F** through **Exhibit P** are attached to the accompanying Declaration of Beatrice Liu ("Liu Declaration").

1 June 1-4, 2015 with additional dates for Hearing of June 8-10, 2015. **Exhibit J.** Judge  
2 Schneider further ordered both counsel to prepare binders containing their respective  
3 Exhibits and meet and confer regarding the presentation/admission of evidence and  
4 scheduling of witnesses. *Ibid.*

5 On May 26, 2015, Plaintiff's counsel submitted to the OAH Plaintiff's written  
6 Statement of Defenses to the termination. **Exhibit K.**

7 However, on the first day of the hearing Hearing (June 1, 2015) counsel for the  
8 County and Plaintiff reached a verbal Settlement Agreement of material terms which  
9 was approved by Mr. Sankoh. Liu Declaration at ¶ 9.

10 Counsel for both parties informed Judge Schneider that the parties had reached  
11 that settlement, and jointly requested a continuance until June 15, 2015 to allow them to  
12 finalize the terms of the Settlement Agreement. **Exhibit L.** Judge Schneider continued  
13 the matter to June 15, 2015 for the purpose of setting a new Hearing date in the event  
14 the matter does not settle. **Exhibit L.**

15 On June 2, 2015, Ms. Liu send to Plaintiff's counsel a proposed written  
16 Settlement Agreement encompassing the terms verbally agreed upon on June 1, 2015,  
17 and ask that Plaintiff's counsel and Plaintiff sign and return the Agreement. Liu  
18 Declaration at ¶ 11; and **Exhibit M.** However, subsequently, Plaintiff's counsel informed  
19 Ms. Liu that Mr. Sankoh was no longer agreeable to settling the matter. Liu Declaration  
20 at ¶ 12.

21 Consequently, by Order dated June 15, 2015, Judge Schneider rescheduled the  
22 matter for a Prehearing Conference on June 23, 2015 as well as a Mandatory  
23 Settlement Conference ("MSC"). **Exhibit N.**

1                    **C. June 23, 2015 Settlement Agreement**

2                    On June 23, 2015, the parties and counsel participated in the MSC conducted by  
3 OAH ALJ David Benjamin. Liu Declaration at ¶ 13.

4                    At that MSC, Judge Benjamin met with both parties separately from the other in a  
5 series of private caucuses. As he did so, Judge Benjamin relayed information back and  
6 forth between the parties as to potential offers and counter offers. Liu Declaration at ¶  
7 14. At no time during the MSC did the County's attorney or representative speak  
8 directly to Mr. Sankoh without his attorney being present. Offers and counter offers were  
9 communicated through Judge Benjamin. Liu Declaration at ¶ 17.

10                  After several back-and-forth caucuses with Judge Benjamin, the County agreed  
11 to rescind Mr. Sankoh's termination, pay him 4 months of additional salary, and accept  
12 his voluntary resignation, effective March 7, 2015, to which Mr. Sankoh and his attorney  
13 expressly agreed. Liu Declaration at ¶ 15.

14                  Near the conclusion of the MSC, and in the presence of Judge Benjamin, the  
15 parties and counsel including Mr. Sankoh and his counsel signed a written Settlement  
16 Agreement and Release (**Exhibit O**) embodying the terms of the parties' Settlement  
17 Agreement reached that day. Liu Declaration at ¶ 16.

18                  The signed Settlement Agreement (**Exhibit O**) provides *inter alia*:

19                  **[Plaintiff] agrees to release, acquit, and forever discharge**  
20 **COUNTY... and County's employees, agents and individual Board of**  
21 **Supervisors members... from any and all actions, causes of action,**  
22 **claims, demands, damages, costs, loss of services, expenses or**  
23 **compensation, on account of, or in any way growing out of,** any  
24 and all known unknown personal injuries or damages to any property,  
25 **loss of civil rights, denial of due process, constitutional claims,**  
**economic loss, damage to reputation, or any other cause of action**  
**relating to his employment** or the underlying circumstances that  
prompted the proposed action described in the September 16, 2014  
Intent to Discipline letter referenced above, **including but not limited**  
**to any and all claims under Title VII of the Civil Rights Act of 1964,**



1 as amended...and any other local, state or federal law or constitution  
2 governing employment... (**Exhibit O**, ¶ 6; emphasis added).

3 Furthermore, under the express terms of the Settlement Agreement, Plaintiff  
4 agreed to “withdraw and/or dismiss his DFEH/EEOC Complaint filed on or about August  
5 6, 2014 (EEOC Charge No. 37A-2014-04916-C; DFEH #294331-114741) for  
6 discrimination based upon race and retaliation **with prejudice....**” See **Exhibit O**, ¶  
7 5(b).

8 After the parties reached this Settlement Agreement with the assistance of  
9 Judge Benjamin (**Exhibit O**), Plaintiff withdrew his Appeal and the County requested  
10 dismissal of the proceedings. **Exhibit P**.

11 By Order dated July 2, 2015, Judge Benjamin dismissed Plaintiff’s Appeal based  
12 on that written Settlement Agreement and on Plaintiff having withdrawn the Appeal.  
13 **Exhibit P**.

#### 14 **D. Pending Civil Rights Lawsuit**

15 Plaintiff brings this pending lawsuit “pursuant to Title VII of the Civil Rights Act of  
16 1964 for employment discrimination.” Docket #29, p. 1 of 6 (¶ 3 to Complaint). Plaintiff  
17 alleges he was terminated from his employment due to his race or color and/or national  
18 origin. Docket #29, pp. 1 and 2 of 6 (¶’s 4 and 5 to).

19 Plaintiff further alleges that, in or about July 2013, individuals at his employment  
20 (Ariu Levy and Lucia Hui) treated him differently because of his race and that he was  
21 terminated because of his race and national origin and suffered “retaliation, application  
22 of force, bullying [sic] and course of power/behavior” after he engaged in “protected  
23 activity in June 2013 when [he] complained to HR about unfair and discriminatory  
24 treatment and denial of promotions....” Docket #29, p. 2 of 6 (¶ 6). Also, Plaintiff alleges  
25 that unspecified disciplinary action was based on inaccurate (and possibly incomplete)

1 information. Docket #29, p. 2 of 6 (¶ 6).

2 For the reasons discussed below, Plaintiff's claims are barred by the 2015  
3 Settlement Agreement signed by Plaintiff and his counsel on June 23, 2015 following  
4 the judicially-supervised Settlement Conference conducted by Judge Benjamin.<sup>4</sup>

## 5 **II. RELEVANT LEGAL AUTHORITY**

6 A leading Ninth Circuit case addressing the validity of settlement agreements and  
7 releases is *Stroman v. W. Coast Grocery Co.*, 884 F.2d 458 (9th Cir. 1989).

8 Importantly, the Court in *Stroman* first confirmed the strong public policy **favoring**  
9 voluntary settlement of employment discrimination claims including claims brought  
10 under Title VII. *Id.* at 460-61(citations omitted).

11 With that public policy in mind, the Court then observed that a settlement and  
12 release of employment discrimination claims is valid and enforceable if it results from a  
13 decision that is "voluntary, deliberate, and informed." *Ibid.* at 462 citing *Salmeron v.*  
14 *United States*, 724 F.2d 1357, 1361 (9<sup>th</sup> Cir. 1983); and *Jones v. Taber*, 648 F.2d 1201,  
15 1203 (9th Cir. 1981).

16 The Court observed that such a determination is "predicated upon an evaluation  
17 of several indicia arising from the circumstances and conditions under which the release  
18 was executed." *Ibid.* at 462 (citations omitted) .<sup>5</sup>

---

19 <sup>4</sup> This Motion is made by Defendants reserving rights re: recovery of the settlement  
20 check the County provided the Plaintiff per the Settlement Agreement (and which  
21 Plaintiff cashed) should Plaintiff establish he is entitled to rescission of the Agreement.  
See accompanying T. Nguyen Declaration at ¶'s 2-4. *Cf.* California Civil Code §1692.

22 <sup>5</sup> Under federal law, a valid release also must be supported by consideration. *Salmeron*  
23 *v. United States*, 724 F.2d 1357, 1362 (9th Cir.1983). Here, Plaintiff does not allege, nor  
24 could he do so truthfully, that he received no consideration as part of the 2015  
25 Settlement Agreement and Release (**Exhibit O**). The undisputed facts are that he  
received substantial consideration including 4 months of additional salary as part of the  
Settlement Agreement (**Exhibit O**, ¶ 4); and that Plaintiff cashed one of the settlement  
checks. Declaration of T. Nguyen at ¶'s 2-4.

1 In that analysis, the Court considered “all the circumstances” including but not  
 2 necessarily limited to **four factors**: (1) “the clarity and lack of ambiguity of the  
 3 agreement”; (2) “the plaintiff's education and business experience”; (3) “the presence of  
 4 a non-coercive atmosphere for the execution of the release”; and (4) “whether the  
 5 [plaintiff] had the benefit of legal counsel.” *Ibid.* at 462 (citations omitted).

### 6 **III. ARGUMENT**

#### 7 **A. Plaintiff’s Lawsuit Is Barred by the 2015 Settlement Agreement**

8 Here, analyzing all the circumstances (including the 4 factors discussed in  
 9 *Stroman, supra*) and recognizing the public policy favoring voluntary settlement of  
 10 employment discrimination claims, the County submits that Plaintiff’s decision to sign  
 11 the Settlement Agreement (**Exhibit O**) at the conclusion of the judicially supervised  
 12 MSC on June 23, 2015 was voluntary, deliberate, and informed and bars his pending  
 13 lawsuit.

#### 14 **(1) Clarity and Lack of Ambiguity of the Agreement**

15 Here, the Settlement Agreement clearly and unambiguously states that, by  
 16 signing the Agreement, Plaintiff agreed to release and discharge these Defendants from  
 17 all employment related claims and causes of action asserted in his Complaint (Docket  
 18 #1) including any and all claims arising “**under Title VII of the Civil Rights Act of**  
 19 **1964.**” See 2015 Settlement Agreement, **Exhibit O**, ¶ 6. Emphasis added.

20 Moreover, as part of that Agreement, Plaintiff further agreed to “**withdraw and/or**  
 21 **dismiss his DFEH/EEOC Complaint** filed on or about August 6, 2014 (EEOC Charge  
 22 No. 37A- 2014-04916-C; DFEH #294331-114741) **for discrimination based upon**  
 23 **race and retaliation.** See **Exhibit A**, ¶ 5(b).<sup>6</sup>

24  
 25 <sup>6</sup> The June 29, 2015 “Notice of Case Closure” (due to “Insufficient Evidence”) letter  
 from the California DFEH (attached to Plaintiff’s First Amended Complaint) expressly  
 Defendants’ MPA’s iso MSJ; Case No: 16-cv-03645

1 In addition, per the clear and unambiguous language in the 2015 Settlement  
 2 Agreement, Plaintiff expressly acknowledged and agreed that he **had read and**  
 3 **understood the provisions** of the Agreement; and that he **had the opportunity to**  
 4 **discuss the terms of the Agreement with his attorney** (if for example he was in fact  
 5 confused about any of the terms of the Agreement); that he had in fact done so. **Exhibit**  
 6 **O, ¶ 9.**

## 7 **(2) Plaintiff's Education and Experience**

8 In his own words, Plaintiff is a sophisticated, well-educated businessman who  
 9 was able to run a part-time "side business" in addition to his work as a Vector Control  
 10 Officer for the County Department of Environmental Health. **Exhibit A-16; and A-76**  
 11 (October 26, 2001 letter from Plaintiff to Supervising Vector Control Officer Joanne  
 12 Ringot-Christianson). Plaintiff is also experienced and well-versed in filing complaints  
 13 and claims against individuals or businesses. **Exhibit A-30 to A-32; A-82 to A-86, and**  
 14 **A-98 to A100.**

15 Based on his background and experience, Plaintiff necessarily understood that  
 16 when he signed the Settlement Agreement he was waiving and releasing all claims  
 17 against the County and County employees related to his employment including any Title  
 18 VII claims. *Cf. Stroman, supra*, 884 F.2d at 462-463 ("[a]lthough Stroman was not a  
 19 sophisticated businessman, his training in the Army and his business management-  
 20 related community college degree convince us that Stroman possessed the education  
 21 and skills necessary to understand that when he signed the agreement he waived all  
 22 legal claims against West Coast. He was sufficiently intelligent to understand that 'all  
 23 claims' meant all legal claims, including claims brought under Title VII").

24 references both "EEOC Charge No. 37A- 2014-04916-C" and "DFEH #294331-114741."  
 25 Docket #29, at p. 5.

1                   **(3) The Presence of a Non-Coercive Atmosphere for Execution of the**  
 2                   **Release**

3                   Here, the Settlement Agreement was signed by Plaintiff following a Settlement  
 4 Conference conducted and supervised by a neutral judicial officer (Judge Benjamin) in a  
 5 non-coercive atmosphere. There was nothing which Judge Benjamin or the County did  
 6 which could possibly be characterized as “coercion” or involving “overwhelming  
 7 pressure” *Cf. Lemus v. Denny’s, Inc.*, 617 Fed.Appx. 701, 704 (9<sup>th</sup> Cir. 2015)  
 8 (referencing Black’s Law Dictionary defining “coercion” as “[c]ompulsion by physical  
 9 force or threat of physical force” and to “compel” as “[t]o cause or bring about by force,  
 10 threats, or overwhelming pressure”).

11                   If Plaintiff (represented by counsel at the time) had not been willing to enter into  
 12 the settlement terms following the judicially-supervised Conference with Judge  
 13 Benjamin, Plaintiff certainly could have declined to sign the Agreement. In fact, **earlier,**  
 14 **Plaintiff did just that:** *viz.*, Plaintiff had declined to sign the first proffered Settlement  
 15 Agreement (embodying the verbal settlement agreement reached on June 1, 2015).  
 16 See Liu Declaration at ¶’s 9-11.

17                   Instead, here, on June 23, 2015 after several back-and-forth caucuses with  
 18 Judge Benjamin, Plaintiff agreed to release the County and County employees from **all**  
 19 **employment-related claims, known or unknown**, and signed the Settlement  
 20 Agreement (**Exhibit O**) expressly providing for that release.

21                   **(4) Whether the Plaintiff Had the Benefit of Legal Counsel**

22                   Here, Plaintiff was represented by Counsel (Denise Eaton-May, Esq.) throughout  
 23 his entire Appeal of his termination through to and including the judicially-supervised  
 24 Settlement Conference conducted by Judge Benjamin on June 23, 2015. See **Exhibit O**  
 25 ¶ 9 (“[Plaintiff] acknowledges and agrees that... **he had the opportunity to discuss**

1 **the terms of this agreement with counsel** or representative of his choice; that **he**  
 2 **discussed the terms of this agreement with his attorney Denise Eaton-May**, that  
 3 he has **freely and voluntarily entered into this settlement agreement...**"; Emphasis  
 4 added).

5 As with the other 4 *Stroman* factors, *supra*, this undisputed fact supports finding  
 6 that Plaintiff entered the 2015 Settlement Agreement and release of claims against the  
 7 County and County employees was voluntary, deliberate and informed.

#### 8 **IV. CONCLUSION**

9 Under the circumstances here, in addition to the 4 *Stroman* factors discussed  
 10 above, public policy strongly favors a finding that Plaintiff's lawsuit is barred by the 2015  
 11 Settlement Agreement (**Exhibit O**). If not, all Employers including the County would  
 12 never be able to settle or resolve any employment dispute because the employee (as  
 13 Mr. Sankoh attempts to do here) would simply turn around and sue anyway.

14 For these reasons, Defendants submit that Plaintiff's lawsuit is barred by the  
 15 2015 Settlement Agreement which Plaintiff, represented by counsel at the time, entered  
 16 into voluntarily, deliberately and knowingly; and that there is no triable issue of material  
 17 fact with respect thereto. Therefore, this Summary Judgment Motion should be granted.

18 Dated: May 23, 2017

Respectfully Submitted,

Office of the County Counsel for the  
 County of Alameda, State of California

21 By /s/ *Raymond L. Mackay*  
 RAYMOND L. MACKAY  
 Senior Deputy County Counsel  
 Attorneys for Defendants